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## NEGOTIATED AGREEMENT

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Between The

Buckeye Education Association

And The

Buckeye Joint Vocational  
School District Board of Education

Effective July 1, 2014 – June 30, 2017

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## ARTICLE 1 – RECOGNITION

- 1.01 The Board of Education of the Buckeye Joint Vocational School District, hereinafter "Board", recognizes the Buckeye Education Association, hereinafter referred to as the "Association" and its affiliates, as the sole and exclusive representative for the purpose of collective bargaining for all regular full and part-time salaried certificated employees, including full-time salaried certificated adult education instructors under written contract and all full and part-time non-certificated employees. Two full-time salaried certified adult education instructors shall remain in the bargaining unit until their resignation, retirement, or dismissal. The replacement of the position(s) will be paid hourly and be excluded from the bargaining unit. Excluded from the unit are part-time certificated adult education instructors, hourly adult education instructors, supervisors, administrators, casual substitutes, hourly tutors and all other employees excluded in accordance with O.R.C. §4417.01.
- 1.02 "Casual substitutes" shall be defined as persons who are employed for intermittent periods of time. Substitute teachers who work more than sixty (60) consecutive days in the same assignment per year shall not be considered "casual substitutes" and shall be part of the bargaining unit.
- 1.03 The Board and Association shall bargain all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the collective bargaining Agreement.
- 1.04 Good faith requires that the Board's negotiating members and the Association be willing to react to each other's proposals. Both parties pledge that they shall consider all issues submitted to the bargaining procedure with an intent to reach agreement. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession, but both parties are obligated to make a sincere effort to search for counter proposals to negotiable items.
- 1.05 Recognition of the Association as the sole and exclusive representative of members of the above-defined bargaining unit shall be for the term of this Agreement without challenge as provided for in Chapter 4117 of the Ohio Revised Code, and will continue thereafter until and/or unless a challenging employee organization is legally successful in achieving exclusive

representation rights as provided for and in compliance with the provisions of Chapter 4117.

- 1.06 Beginning July 1, 2007, all days shall be defined as the employees scheduled work days.

## **ARTICLE 2 -- BARGAINING PROCEDURES**

- 2.01 The Board and the Association organization shall each designate a bargaining team of up to but not more than six (6) members. All bargaining shall be conducted exclusively between the teams. Each shall designate a spokesperson.
- 2.02 Either party may initiate negotiations by sending a letter to the other party's executive officer. The negotiation request may be sent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to expiration of the Agreement.
- 2.03 The initial bargaining session will begin within ten (10) school days of the letter initiating the bargaining procedure. The spokesperson for the parties shall schedule the first bargaining session at a date of mutual agreement.
- 2.04 At the initial bargaining meeting, both parties shall mutually exchange their fully written initial proposals which establish the agenda of items to be discussed during the bargaining sessions. No item shall be added to this agenda unless mutually agreed to by the parties. Before the conclusion of each bargaining session, the place, date, and time for the next bargaining session will be established by the parties.

Or

- 2.041 (Interest based bargaining) If this form of bargaining is mutually agreed upon by the BEA and Board of Education, then rules of IBB shall be followed.
- 2.05 Either bargaining team may call for a caucus during a bargaining session. A caucus shall be for a period of time no more than thirty (30) minutes in duration, unless otherwise mutually agreed to. There will be a two (2) hour

time limit for each bargaining session unless extended by mutual agreement of the parties.

- 2.06 Prior to and during the period of bargaining, each party will provide the other, upon written request, with all regularly and routinely prepared information concerning issues under consideration. The Board and the Association agree to provide the other, upon request, with pertinent information regarding areas that may be discussed during the bargaining period.
- 2.07 As articles are discussed and agreement reached, said article shall be reduced to writing and initialed by a representative of each team. This shall denote tentative agreement.
- 2.08 All articles submitted to the bargaining procedures shall be agreed to or otherwise resolved prior to the inclusion of articles in the provisions of the Agreement, i.e., each agreed upon item will be corrected and reduced to writing and signed by both spokespersons. Each party will receive a copy. This copy will serve as proof of the Agreement.
- 2.09 The bargaining team shall have the authority to indicate tentative agreement pending final approval by the Board and the Association. When tentative agreement has been reached on all issues, they shall be reduced to writing and submitted to the Association and the Board for approval. Following approval of both parties, the Agreement shall be binding on both parties. Each agreed upon item will be in writing and signed by both parties. Each party is to receive these items to be copied as a check-off list for proofreading the Agreement.
- 2.10 Each year the Association shall be provided, upon request, each of the following forms:
  - 2.101 annual five year forecast
  - 2.102 annual appropriations resolution
  - 2.103 Treasurer's monthly statements
  - 2.104 amended official certificate of estimated resources
  - 2.105 Treasurer's fiscal year report including receipts, expenditures through function code
  - 2.106 Other public documents requested and needed for bargaining in a year

when bargaining is in process.

- 2.11 All members of the bargaining unit will receive a copy of the final Agreement. The Association will indicate the number of copies it needs. The Agreement will be printed in the school.
- 2.12 If the parties are unable to reach a new Agreement, either party may request that the Federal Mediation and Conciliation Service provide a mediator to assist in reaching agreement. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(C)(1)(f) and is intended to supersede the procedures contained in O.R.C. 4117.14. However, the Association retains its rights to invoke the provisions of O.R.C. 4117.14(D)(2) should the dispute resolution procedure be unsuccessful.

### **ARTICLE 3 -- ASSOCIATION RIGHTS**

3.01 The Association shall:

- 3.011 Receive all public documents relating to Board meetings, including the agenda, at the same time Board members receive their copies of these documents. The Association will be able to address the Board on any of the issues appearing on the agenda by following the same procedure that any other citizen attending a Board meeting is required to follow in order to address the Board. Should the Association wish to address the Board on an item other than what appears on the agenda, the Association will notify the Board five (5) working days in advance of the Board meeting. Any discussion of negotiations will be in Executive Session. No discussion of negotiations directly with the Board or any of its members will be permitted once formal bargaining has commenced under the terms of this Agreement.
- 3.012 Have the right to insert materials in the employees' mailboxes. The Association will designate a member to place all Association materials in mailboxes. Placement of materials will be done following notification of the director/principal or his/her designee.
- 3.013 Be designated a bulletin board, accessible to all Association Members, for Association communications.
- 3.014 Be given reasonable time at each faculty meeting for announcements by building representatives.

- 3.015 Have announcements read over the public address system of the building by the director/principal and/or his/her designee as submitted to the director/principal in writing prior to the usual announcement time.
  - 3.016 Have the right to payroll deductions as provided for in this Agreement.
  - 3.017 Be provided the names and addresses of new employees following Board approval of their contracts.
  - 3.018 Have the right to hold general membership meetings, committee meetings and building membership meetings on school property after student dismissal. Classified employees will be released from work to attend a monthly meeting without the loss of pay. Any time over one hour will be "made up." This Association is required to schedule the use of facilities through the Superintendent's secretary who coordinates facilities use.
  - 3.019 The Association shall be granted six (6) collective days annual leave to attend professional association meetings. This leave is non-accumulative. The Board will pay the expenses of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.
- 3.02 Buckeye Career Center is a smoke-free campus, and no one shall use tobacco products in the school or on school grounds. Smoking ban shall include all school owned vehicles, equipment and leased facilities.

#### **ARTICLE 4 – PLANNING PERIOD/SUBSTITUTE PAY**

- 4.01 Each teacher shall be granted one (1) planning period per day with no classroom responsibilities. Such periods shall be scheduled during the regular school day while students are in session. Teachers with no planning period per day while students are in session will be issued a supplemental contract for five thousand six hundred seventy dollars (\$5,670.00).
- 4.02 Teachers may be required to give up planning periods to fill in for absent classroom teachers without their consent. Should a teacher elect or be

required to fill in for an absent teacher, they will receive twenty-eight dollars (\$28.00) per period covered. This must be reported on a time sheet, approved by the Supervisor.

## **ARTICLE 5 -- EVALUATION OF CERTIFICATED EMPLOYEES**

### 5.01 Evaluation goals and intentions

5.011 The purpose of the evaluation procedure is to provide evidence of the performance level of the certificated staff as well as improve the overall instruction and effectiveness of the educational process of the District. Each evaluation will result in an effectiveness rating of “Accomplished,” “Proficient,” “Developing,” or “Ineffective.” An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. (Evaluation Matrix Appendix A)

### 5.02 Appraisal Procedure

5.021 Observations and evaluations shall be conducted by credentialed evaluators employed by Buckeye Career Center and designated by the Superintendent. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. Teacher Performance will be evaluated during two cycles of formal observations and periodic classroom walkthroughs. Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
2. Understanding the Content Area for which they have Instructional Responsibility;
3. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
4. Planning and Delivering Effective Instruction that Advances Individual Student Learning;

5. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
6. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning; and
7. Assuming Responsibility for Professional Growth, Performance and Involvement.

The evaluation tool to be used in calculating the Teacher Performance fifty-percent (50%), is the Ohio Teacher Evaluation System Performance Rubric (Appendix B).

For purposes of the Ohio Teacher Evaluation System (OTES), “student growth” means the change in student achievement for an individual student between two or more points in time. This fifty percent (50%) component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-Approved Assessments; 3) Two (2) Locally-determined Measures/Student Learning Objectives (SLO).

Until Teacher-level Value-Added Data is applicable, one of the two situations will apply:

- 1) ODE-Approved Assessments will count as 25% and two Locally-determined Measures/Student Learning Objectives (SLO) counting 25% of the 50% of the component of the evaluation OR
- 2) Two Locally-determined Measures/Student Learning Objectives (SLO) will each count as 25% of the 50% of the component of the evaluation.

Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) “Above”; 2) “Expected”; and 3) “Below.”

Teacher evaluations shall not be based on student opinion.

Evaluators shall conduct an evaluation of each teacher at least annually. Each evaluation shall include: 1) Two (2) cycles of formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs less than fifteen (15) minutes each by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher shall be provided with a written copy of the evaluation results by the tenth day of May. (Appendix C)

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal: 1) Three (3) cycles of

formal observations of at least thirty (30) minutes each; and 2) Periodic classroom walkthroughs less than fifteen (15) minutes each by the evaluator. The teacher shall be provided feedback from the walkthrough, either written or electronic within three (3) days. All teacher evaluations shall be completed by the first day of May and each teacher shall be provided with a written copy of the evaluation results by the tenth day of May.

5.028 A pre-conference between evaluator and teacher will be conducted prior to each observation. Post conference will be held between the teacher and the evaluator within five (5) scheduled work days of the formal observation. The only exception will be the absence from work of either the teacher or the evaluator.

5.029 Evidence of teacher performance will be documented and presented during the post conference.

5.0211 All formal observations of a teacher's performance shall be done with the full knowledge of the teacher.

5.0213 The teacher may take a representative to any and all conferences described in this Article.

5.0214 During the first month of the new school year, the Administration will explain the evaluation procedure to all teachers being evaluated.

### 5.03 Professional Growth/Improvement Plans

5.031 Teachers who meet “Below Expected” levels of student growth and/or receive an overall “Ineffective” or an “Ineffective” rating on any of the components of the Ohio Teacher Evaluation System must comply with an “Improvement Plan” (Appendix D) developed by the credentialed evaluator.

Teachers who meet “Expected” levels of student growth are required to develop and implement a “Professional Growth Plan” (Appendix E) each school year in collaboration with the credentialed evaluator.

Teachers who meet “Above Expected” levels of student growth are required to develop and implement a self-developed “Professional Growth Plan” (Appendix E) each school year.

#### 5.04 Complaints Against Employees

5.041 Any complaint made against an employee by a student, parent, another employee or others which will be entered into the employee's personnel file or used as part of an employee's evaluation shall be presented to the employee in writing within five (5) days, with a conference date set. The employee shall be afforded the opportunity to answer or rebut such complaint in writing and/or a conference with the appropriate administrator.

#### 5.05 Right of Representation

5.051 The employee has the right to representation any time a member of the bargaining unit is to attend an evaluation conference with the Administration. Anytime a conference where discipline or continuation of employment is the subject, he/she has the right to written notification of the subject of the conference prior to attending, and at the time of the conference has the option of being accompanied by a representative of his/her choice.

5.052 Conferences will be held at times mutually convenient for all parties involved.

5.053 If after the commencement of such a conference, a self-represented bargaining unit member determines that the subject of the conference does include evaluation, discipline, and/or continuation of employment, he/she may conclude his/her participation in the conference and request that the conference be rescheduled after he/she has obtained representation.

5.06 This contract will be reopened for the sole purpose of discussing all of Article 5, as legislation is signed into law. An OTES Evaluation Committee will be formed for the purpose of recommending the procedures and processing including the evaluation instrument, for the evaluation of teachers in the district and to regularly review the effectiveness of said processes and procedures for the evaluation of teachers in the district will be formed and meet by October 31, 2014, with a recommendation to the BEA and the Board of Education at the January, 2015 regular Board meeting. Additionally the

OTES Evaluation Committee will review and approve SLOs. The OTES Evaluation Committee shall be responsible for recommending whether an employee is considered to be under the OTES evaluation procedure or the non-OTES evaluation procedure. There shall be at least two academic teachers, two career tech teachers, and three administrators. Members of the OTES Committee shall be granted an annual supplemental stipend of One Thousand Dollars (\$1,000) to be paid the second pay in June.

- 5.07 The school nurse will be evaluated twice per school year according to the School Nurse Evaluation Form (Appendix F).
- 5.08 The Guidance Counselor will be evaluated twice per school year according to the Guidance Counselor Observation Form (Appendix G).
- 5.09 All Certified staff who do not apply to the Ohio Teacher Evaluation System Regulations according to the Ohio Department of Education will be evaluated twice per school year according to the Teacher Classroom Observation Form (Appendix H). A pre-conference between evaluator and teacher will be conducted prior to each observation. A Post conference will be held between the teacher and the evaluator within five (5) scheduled work days of the formal observation. The only exception will be the absence from work of either the teacher or the evaluator.

#### **ARTICLE 6 -- EVALUATION OF CLASSIFIED EMPLOYEES**

- 6.01 All evaluations shall be conducted annually (July 1 – June 30) by the employee's supervisor. Secretaries shall not be considered supervisors.
- 6.02 The evaluation will be based on the total work performance throughout the year.
- 6.03 Employees will be evaluated by both formal and informal job site visits and observations.
- 6.04 The job description will serve as the basis for the evaluation.

- 6.05 Anytime an evaluator notes a concern through informal observations that may appear on the final evaluation, the evaluator must put it in writing and give it to the employee within three (3) working days from the date of the event.
- 6.06 Each supervisor must have a formal observation of the employee's work performance at least once a year. The formal observation of work sites for maintenance employees must occur during the appropriate shift.
- 6.07 An employee, who has been determined to be deficient in certain respects, shall be furnished a written report setting forth a statement of deficiencies in order that there is an opportunity for the employee to correct such deficiencies. The supervisor involved in the particular area of the employee's work shall attempt to assist the employee in correcting those deficiencies. The plan shall include a reasonable amount of time for improvement. The evaluator is responsible for recommending methods of improving performance.
- 6.08 All informal and formal observations will be attached to the final evaluation form see "Appendix C" (Appendix C – Classified Employee Evaluation Form).
- 6.09 The employee will receive a copy of the written evaluation form within five (5) scheduled work days of the evaluation. A conference will be held between the employee and the evaluator within five (5) scheduled work days of the evaluation. The only exception will be absence from work of either the employee or the evaluator.
- 6.10 If an employee does not agree with the evaluation, the employee has the right to file a rebuttal to the document. The rebuttal will be attached to the evaluation and placed in the employee's personnel file. A copy signed by both the employee and the evaluator will be retained by the employee.
- 6.11 Right of Representation
- 6.111 Any time a member of the bargaining unit is to attend an evaluation conference with the Administration, or a conference where discipline or continuation of employment is the subject, he/she has the right to know the subject of the conference prior to attending, and at the time of the conference has the option of being accompanied by a representative of his/her choice.
- 6.112 Conferences will be held at times mutually convenient for all parties involved.

- 6.113 If after the commencement of such a conference, a self-represented bargaining unit member determines that the subject of the conference does include evaluation, discipline, and/or continuation of employment, he/she may conclude his/her participation in the conference and request that the conference be rescheduled after he/she has obtained representation.

## **ARTICLE 7 -- GRIEVANCE PROCEDURE**

### 7.01 Definitions

- 7.011 A "grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of the negotiated Agreement.

- 7.012 "Days" shall mean scheduled work days.

### 7.02 Rights of the Grievant and the Association:

- 7.021 A grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association.
- 7.022 The Association shall receive prior notice of each meeting held to resolve a formal grievance. Decisions rendered at each formal level will be made in writing and will be transmitted promptly to all parties, to the Association and the administrator involved.
- 7.023 The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers or any member of the Board or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- 7.024 A grievance that affects more than one teacher may be filed by the Association on behalf of all affected teachers.

7.025 All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.

### 7.03 Time Limits

7.031 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties.

7.032 If a formal grievance (Level II) is not filed within twenty (20) days after the act or conditions giving rise to the grievance, the grievance shall be considered waived, except where the act or condition is repeated, the time shall run from the last time the act or condition occurs.

7.033 If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of disposition at that step and further appeal shall be barred.

7.034 Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.

7.035 In the event a grievance cannot be resolved because of the commencement of the winter or spring recess, further attempts at resolution shall be postponed until the return to school following the recess, unless the parties otherwise agree. The parties shall so agree where irreparable injury would result from a postponement. Any grievance that takes place at the close of the school year, every attempt will be taken to handle it as expediently as possible so that it does not carry over to the next school year.

7.036 The calculation of maximum days shall not include the temporary absence of an Employee, Supervisor, Director, or Superintendent. Time extension is not to exceed seven (7) additional scheduled work days.

7.037 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend.

7.04 Grievance Procedure

7.041 Level I: (Informal)

7.0411 If a member of the bargaining unit believes there is a basis for a grievance, he/she must first discuss the matter with his/her Supervisor/Director in an effort to resolve the problem informally.

7.042 Level II: (Formal)

7.0421 If the grievant is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her Supervisor/Director within 20 scheduled work days, he/she may begin formal procedure by submitting the formal grievance on the form attached hereto and made a part hereof marked "Appendix D" (Appendix D – Grievance Procedure Form), to his/her Supervisor/ Director. Within seven (7) scheduled work days of receipt of the form, the Immediate Supervisor/Director shall hold a meeting and make a written decision, see Appendix E (Appendix E – Grievance Decisions). The decision reached at this meeting will be recorded in Level II of the Grievance Report Form and signed by both parties.

7.043 Level III: (Formal)

7.0431 If the grievant is not satisfied with the results of Level II, he/she may continue the formal procedure by submitting the formal grievance to the Superintendent or his/her designee within seven (7) scheduled work days after receipt of the Level II decision. Within seven (7) scheduled work days of receipt of the form, the Superintendent or his/her designee shall hold a meeting and make a written decision. The

decision reached at this meeting will be recorded in Level III of the Grievance Report Form and signed by both parties.

7.044 Level IV: (Formal)

7.0441 If the grievant is not satisfied with the results of Level III he/she may continue the formal procedure by submitting the formal grievance to the Board within seven (7) scheduled work days after receipt of the Level III decision. The Board shall hold a hearing upon receipt of the form, at the next regularly scheduled Board meeting. The Board shall issue its written response, signed by the President of the Board of Education, or their designee, within seven (7) scheduled work days of the hearing. A complete record of the hearing will be available to all parties. The decision reached at this meeting will be recorded in Level IV of the Grievance Report Form and signed by both parties.

7.045 Level V: (Formal)

7.0451 If the Association is not satisfied with the results of the Level IV decision, it may demand arbitration. The Association shall inform the Superintendent of the demand for arbitration within ten (10) scheduled work days of the receipt of the Level IV decision. The Association and the Board shall utilize the services of the American Arbitration Association and follow the alternate strike procedure in the selection of the arbitrator. Either party shall have the right to request a second list of arbitrators. The costs incurred for the arbitrator shall be equally shared by the Board and the Association. The decision of the arbitrator shall be binding upon all parties.

7.0452 The arbitrator shall not have the power to add to, subtract from or otherwise alter the terms and conditions of this Agreement.

## **ARTICLE 8 -- INTERNAL CLARIFICATION PROCEDURE**

- 8.01 An internal clarification may be requested if there has been an alleged violation, misinterpretation or misapplication of the personnel section of Board policy, or any policy that specifically mentions bargaining unit members and/or directly relates to bargaining unit members and/or the administrative rules and regulations used to implement the same. This provision is not to take the place of a grievance, nor does this provision create a right to grieve Board Policy or administrative rules and regulations.
- 8.02 The clarification requested shall be identified and be presented in writing to the Superintendent within twenty (20) scheduled work days of the act or a condition upon which the clarification request is based. The written clarification request must contain a statement how the policy/rule or regulation is allegedly being misapplied or misinterpreted. It must state the remedy sought.
- 8.03 The Superintendent or his/her designee, within ten (10) scheduled work days of the receipt of the clarification request, must hold a meeting to discuss the issue. Within seven (7) scheduled work days of this meeting, the Superintendent or his/her designee shall issue a response or determination in writing to the bargaining unit member(s) seeking clarification. Receipt of the Superintendent's or designee's written response completes this procedure.

## **ARTICLE 9 -- LEAVES OF ABSENCE**

### 9.01 Leave of Absence

- 9.011 Any leave of absence must be submitted in writing to the Board for formal action. Included in the request must be the reason, as well as the specific time for which the request is being made.

## 9.02 Sick Leave

- 9.021 Sick leave credit shall accumulate at the rate of one and one-fourth (1¼) days per month to an accumulation of fifteen (15) days per year.
- 9.022 The employee maximum accumulation shall be two twenty-five (225) days. Employees earn sick leave when absent due to illness, which would extend the maximum to two hundred forty (240) days.
- 9.023 Each employee or an employee who has exhausted accumulated sick leave shall be granted an advance of ten (10) days sick leave if necessary (O.R.C. §3319.08) after returning to full-time employment.
- 9.024 Any employee transferring within Ohio to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to O.R.C. §3319.14.
- 9.025 An employee may use sick leave for absence for personal illness, pregnancy, miscarriage, recovery from childbirth, injury, exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the employee. Abuse of sick leave may be grounds for discipline or discharge as provided in O.R.C. §3319.14. Doctor and dental appointments for employees and their immediate family, as defined below, are appropriate uses of sick leave.
- 9.026 Immediate family for purpose of this policy shall include: spouse, children father, mother, brother, sister, in-laws, grandparents, foster parents, and step-parents.
- 9.027 One day of absence with pay shall be allowed an employee for the funeral of in-laws, grandparents, great-grandparents, aunts, uncles, nieces, nephews, first cousins and grandchildren.
- 9.028 An employee may be granted additional days by the Superintendent for extenuating circumstances.
- 9.029 Employees are required to submit a sick leave form upon return to work. Extended absences of five (5) or more consecutive scheduled work days will require a doctor's excuse for the sick individual. If the

extended absence is due to the employee's illness they will also be required to have an authorization to return to work.

### 9.03 Personal Leave

9.031 Every member of the bargaining unit shall receive three (3) unrestricted personal leave days per year. Personal days are unrestricted except for professional in-service days and parent/teacher conferences. One personal leave day may be used to lengthen any holidays. Personal leave days may not accumulate.

9.032 No more than eight (8) teaching staff may be on personal leave on the same day or a total of twelve (12) of bargaining unit members may be on personal leave on the same day.

### 9.04 Parental Leave

9.041 Subject to the availability of a qualified substitute, the Board may grant unpaid parental leave to begin when the employee's eligibility for pregnancy sick leave expires, on request, as follows:

9.0411 First semester commencement of unpaid leave; balance of school year

9.0412 Second semester commencement of unpaid leave; balance of school year and following school year

9.0413 Except for adoption or emergencies, requests must be made at least three (3) months before the leave is to commence. Leaves shall commence on the date of adoption, the date of birth, or up to six (6) weeks thereafter, at the employee's option. Leave for a shorter period may be granted by mutual agreement.

9.0414 Employee must pay the employee and employer's share of retirement.

### 9.05 Early Termination of Leaves

9.051 An employee may request an early termination of his/her leave of absence. Upon written request, the employee may be reinstated.

Reinstatement shall take place as soon as feasible, but not later than the beginning of the next school year following the request.

9.06 Reinstatement

9.061 Following the leave of absence, the employee shall be returned to the same position.

9.07 Unpaid Leave

9.071 Other unpaid leaves of absence may be granted by the Board for up to two (2) years pursuant to O.R.C. §3319.13. Such leaves shall be granted as required by O.R.C. §3319.13 for illness or disability if the employee has exhausted accumulated sick leave, the employee has filed a timely written request for leave with the Superintendent, and the Board is satisfied that legitimate illness or disability necessitates the leave. Upon return from unpaid leave, the employee shall be reinstated with the same contract status held prior to the leave. Except when the leave is for illness or disability, the Board of Education may establish the starting and ending date for the leave. The Board has the right to place employees on unpaid leave of absence for the above reasons, subject to physical examination at the Board's expense and recommendation of a physician. In such case, the employee will pay his/her share of retirement, and the Board will pay its share of the retirement.

9.08 Jury and Court Leave

9.081 The Board shall grant court or jury leave as required by State law. The Board also shall grant paid time off for employees to appear in court on behalf of the Board in school-related cases. Money paid to employees for jury duty by the court will be surrendered to the Board in full.

9.09 Assault Leave

9.091 An employee who is absent due to bodily injury resulting from a physical assault which occurred as a result of the employee

performing in the confines of his/her employment, assignment, or duties as an employee of the Board shall be granted assault leave at full pay and benefit status. The employee may take from one (1) to five (5) days assault leave from his/her employment without affecting his/her accumulated sick leave.

- 9.092 In order for an employee to be eligible for up to an additional thirty (30) days assault leave, the employee must, prior to the sixth day of assault leave, have a doctor's examination and file a statement of his/her physical condition with the Superintendent. The Superintendent will verify the doctor's statement to approve the assault leave, not to exceed thirty (30) days. In the event an employee is granted thirty (30) days assault leave, such employee may request additional assault leave. The Superintendent shall review the request and approve or deny any additional assault leave. A doctor's examination may be required.
- 9.093 Should an employee receive worker's compensation payments during granted assault leave, the payments will be turned over to the Board since the Board would be paying full salary during the granted assault leave period. It is recommended that a picture be taken of the assaulted person as soon as possible after the assault. A doctor's examination should be taken as soon as possible and a statement obtained of the employee's physical examination.
- 9.094 A detailed written report of the assault should be completed by the employee, witness, and supervisor immediately. The statement will be notarized.
- 9.095 Clothing, glasses, and personal material of the employee torn and/or broken during the assault and medical expenses not covered by the medical health plan will be reimbursed in full to the employee by the Board.
- 9.096 Assault leave shall not be deducted from the employee's accumulated sick leave.

## **ARTICLE 10 -- LAYOFF OF CLASSIFIED EMPLOYEES**

- 10.01 If it becomes necessary to reduce the number of classified employees in a job classification due to abolishment of positions, lack of work or lack of funds, the following procedure shall govern the layoff.
- 10.02 The Superintendent will meet with the Association President to discuss the intended staff reduction prior to the Superintendent making any recommendation to the Board.
- 10.03 The Superintendent will provide the Association President with the following:
- 10.031 A list of all employees in the District by contract status, field, and continuous years of service.
  - 10.032 A list of specific positions to be reduced.
  - 10.033 A reduction in force personnel list.
  - 10.034 The reasons for the need to reduce these positions.
- 10.04 The following layoff procedures for reduction in force shall apply:
- 10.041 The number of employees affected by a reduction in force will be kept to a minimum by not employing replacement for employees who retire or resign or whose limited contracts are not renewed for reasons other than as part of a reduction in staff.
  - 10.042 Reduction not achieved by attrition shall be accomplished by suspension of limited contracts, as appropriate, and then by suspension of continuing contracts. Preference for retention shall be based on classification and seniority.
- 10.05 When the Board deems it necessary to restore staff in bargaining unit positions, it shall do so in the following manner:
- 10.051 Employees whose continuing contracts are suspended under this Article shall have the right to restoration to continuing service status in the order of seniority of service in the District if and when positions become vacant or are created for which any of said employees are qualified.

- 10.052 Bargaining unit members with limited contracts shall remain on the recall list for thirty-six (36) months from the date of Board action laying off such employees. The Board shall employ from this recall list, based upon seniority, if and when positions become vacant or are created for which any of said employees are qualified.
- 10.053 Persons to be recalled shall be notified by certified mail sent to the last known address. The Association shall be sent a copy of such notification. It is the employee's responsibility to keep the Superintendent informed of the current address. Any employee who fails to respond affirmatively, in writing, to the Superintendent's office within ten (10) business days of mailing of such notification shall be removed from the recall list and forfeit any and all rights to restoration.
- 10.054 An employee on the recall list may continue to participate in those insurance plans which are provided in active employment, provided the full monthly premiums are paid in advance to the Treasurer.
- 10.06 Seniority means the length of continuous service, on a full-time contracted basis, in the Buckeye Joint Vocational School District. Approved leaves of absence shall not break continuous service, but neither shall they count for years of service. Should a tie occur, seniority will be determined first by the date of Board action on hire, and second, on the date a continuing contract is issued. Thereafter, ties will be broken by discretion of the Board.
- 10.07 There will be no bumping between job classifications.
- 10.08 Classified employees shall have no right to bid on, be recalled to, or be awarded a certificated position.
- 10.09 Classified employees shall have the right to apply for any job opening in the District.

**ARTICLE 11 -- LENGTH OF CLASSIFIED PERSONNEL DAY,  
YEAR, VACATION AND HOLIDAYS**

- 11.01 Full-time classified employees shall have a work day in accordance with their schedules. Maintenance employees who are bus drivers and who work a six (6) hour schedule during the school year and an eight (8) hour schedule during

the summer shall be considered full-time employees except for vacation calculation which shall be prorated.

11.02 Classified employees shall have an uninterrupted thirty (30) minute duty-free lunch/dinner.

11.03 All full-time classified employees shall receive two (2) ten minute breaks daily. The first break shall occur during the first half of the work day. The second break shall occur the second half of the work day. Breaks will be scheduled by the immediate supervisor.

11.04 The maintenance shift schedule shall be as follows:

7:30a.m. - 3:30p.m.	Warehouse
7:30a.m. - 3:30p.m.	Day Shift
3:31p.m. - 11:30p.m.	Afternoon Shift
11:31a.m. - 7:30a.m.	Night Shift
7:00a.m. - 3:00p.m.	Computer Maintenance #1
8:00a.m. - 4:00p.m.	Computer Maintenance #2
Hours as needed	Part-time

11.05 The secretary shift schedule shall be as follows:

Hours as needed	Part-time Secretaries
8:00 a.m.- 4:00 p.m.	Asst. Supt. Secretary
7:30 a.m.- 3:30 p.m.	Switchboard Operator
6:15 a.m.- 2:15 p.m.	EMIS Attendance Secretary
7:30 a.m.- 3:30 p.m.	Guidance Secretary
40 Hours (Flexible as needed)	Adult Education Secretary #1
10:00 a.m.-8:00 p.m.(Mon-Th)	Adult Education Secretary #2
7:00 a.m.- 3:00 p.m.	Attendance/Discipline Secretary
7:30 a.m.- 3:30 p.m.	Ag & T & I Secretary
7:30 a.m.- 3:30 p.m.	Principal Secretary

11.06 "Non-school days" hours for high school secretaries shall be from 7:30 a.m. to 3:00 p.m. Monday through Friday. "Non-school days" are defined as scheduled workdays without students being present in the building.

11.07 Summer hours will consist of a 36 hour work week, Monday-Thursday with a 30 minute lunch break, the total number of weeks which will be determined by the Superintendent. Twelve month employees who work the Monday-Thursday hours will be credited with having worked a full week based upon

their normal weekly schedule and Fridays will be a non-working day. Any "leave time" (i.e. vacation, sick, personal, dock, and/or comp days) will be calculated on a 1-1/4 day leave basis for any days taken on summer work schedule (Monday-Thursday). There will not be any time subtracted from an employee's accrued vacation for Fridays (during condensed summer work schedule) since Friday is a non-working day. If an entire week is taken for leave purposes during this condensed summer schedule it will count as an entire work week or 5 days of absence.

11.08 Full-time cafeteria employee shifts shall be six (6) hours per day. Part-time cafeteria employee hours shall be as needed.

11.09 The total number of work days by classification shall be:

Maintenance	260 includes holidays and vacations
Secretarial 12 Mos. Only	260 includes holidays and vacations
Cafeteria Cooks	182 plus holidays

11.10 Twelve month classified employees shall be eligible for paid vacation based on their experience with the District as follows:

1 - 10 Years	-	10 days paid vacation
11 - 17 Years	-	15 days paid vacation
18 or more Years-		20 days paid vacation

11.11 Classified employees shall have the following paid holidays:

1.111 Nine (9) month employees shall have the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day

11.112 Twelve (12) month employees shall have the following paid holidays:

New Year's Day  
Martin Luther King Jr. Day  
Presidents Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day and Friday following Thanksgiving Day  
Christmas Day and one additional day during Christmas Break

11.113 Twelve (12) month secretaries shall also receive two (2) additional days at Christmas break and two (2) additional days at Spring break in lieu of uniforms.

11.12 If a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday will be considered the holiday.

11.13 Any employee who is required to work on a holiday shall receive one and one-half (1½) times his/her regular rate of pay.

11.14 Full-time classified employees shall not be required to complete time sheets except for overtime. Part-time classified employees shall complete time sheets.

11.15 If an employee is called in to work for an emergency maintenance situation on a holiday, excluding calamity make up day, then the employee will receive the same compensation as indicated in Article 11.13 plus the paid holiday.

11.16 A work day will be utilized for "Marketing Activities" throughout the year. The day will consist of 7.25 total hours, but can be split over several calendar days for the purpose of hosting multiple activities throughout the year. Classified staff may use this time (Marketing Activities and/or after school parent teacher conferences) in exchange for the Monday after Thanksgiving.

11.17 The length of a classified employee's work day may be varied upon the request of the employee with approval of the Superintendent by completion of a Request for Work Day Schedule Change Form, (Appendix L) when the schedule is to be altered for more than one (1) week, but not to exceed fifty two (52) weeks. The form shall become part of the employee's personnel file.

The Association President will be provided the names of all employees who are approved for a workday schedule change.

The purpose of the modification may include, but is not limited to:

- Professional development of the employee
- Providing service to the community
- Participation in a wellness program or activity
- Teaching or as a student engaged in learning
- To attend meetings or appointments that occur regularly

The modification of the contracted scheduled times may be rescinded at any time by any of the signing parties without just cause and for any reason.

The modification of the contracted schedule length will not be less than or greater than the regular length of the service day. Only the start and stop times may be altered.

## **ARTICLE 12 -- LENGTH OF TEACHERS SCHOOL DAY AND YEAR**

12.01 The length of the school day for teachers is from 7:30 a.m. until 3:00 p.m., Monday through Thursday, and 7:30 a.m. until 2:40 p.m. on Friday.

12.011 The length of a teacher's school day may be varied upon the request of the teacher with approval of the Superintendent by completion of a Request for Work Day Schedule Change Form, (Appendix L) when the schedule is to be altered for more than one (1) week, but not to exceed forty (40) weeks. The form shall become part of the employee's personnel file. The Association President will be provided the names of all employees who are approved for a workday schedule change.

The purpose of the modification may include, but is not limited to:

- Professional development of the teacher
- Providing service to the community
- Participation in a wellness program or activity
- Teaching or as a student engaged in learning
- To attend meetings or appointments that occur regularly

The modification of the contracted scheduled times may be rescinded at any time by any of the signing parties without just cause and for any reason.

The modification of the contracted schedule length will not be less than or greater than the regular length of the service day. Only the start and stop times may be altered.

12.02 Teachers shall have an uninterrupted lunch period of a minimum of thirty-five (35) minutes.

12.03 Teachers may be required to stay beyond the work day for regularly scheduled teachers' meetings. On one occasion per month, such meetings shall not go past 3:15 p.m., with proper notification.

12.04 The 185-day school calendar for teachers will be used as follows:

12.041 Teaching with students 180

12.042 In-Service immediately prior to school opening 2

12.043 In-Service in the fall 1

12.044 A work day will be utilized for "Marketing Activities" throughout the year. These days will be noted on the Board adopted calendar. If an employee is not available for all of these events they will be charged the appropriate leave per event. The day will consist of 7.25 total hours.  
Classified staff may use this time in exchange for the Monday after Thanksgiving. 1

12.045 In-service immediately following the last day of school for students at the close of the school year. 1  
185

12.05 Teachers new to the District will be required to work two (2) additional days prior to the in service days at the beginning of the school year. These days will be for mentoring, orientation, and other activities assigned by his/her Supervisor.

## ARTICLE 13 -- LENGTH OF TEACHERS' CONTRACT

13.01 All certified teachers who are not eligible to be considered for continuing contract status and who are recommended by the Superintendent for employment or re-employment and who are subsequently employed or re-employed by the Board will receive contracts under the following guidelines:

13.011 Step 1 --One (1) Year

13.012 Step 2 --One (1) Year

13.013 Step 3--Two (2) Years, must have a five (5) year Professional License

13.014 Step 4 --Three (3) Years

13.015 Step 5 --Five (5) Years until eligible for continuing contract, as per current Ohio Revised Code.

### 13.02 Retire/Rehire Certified Staff

The District may, on occasion, rehire a teacher who is receiving STRS service retirement benefits. The following parameters will be followed for anyone hired after July 1, 2007, and shall supersede state statute(s):

- A. Any teacher who elects to retire must do so without regard for re-employment.
- B. A retired and re-employed teacher will be considered for the purposes of employment as a new employee subject to, but not limited to, fingerprinting, TB testing, and Medicare deduction.
- C. For the purpose of transfer or a reduction in force, the retired teacher's seniority will be null and void.
- D. A teacher retired under STRS who is re-employed is not entitled to a severance payment.
- E. A re-employed retired teacher under STRS will be placed on one-year limited contract(s) for the duration of employment and is not eligible for continuing contract status. Such teachers need not be evaluated and shall not be entitled to the procedures set forth in O.R.C. R.C. 3307(g) and 3309(g), as applicable. The one-year limited contract expires automatically at the end of its term.

- F. A teacher (academic or vocational) who is retired within the state of Ohio under STRS will be compensated at the BA level; Step 5.

#### **ARTICLE 14 -- NONRENEWAL OF LIMITED CONTRACT TEACHERS**

- 14.01 Consecutive years of employment shall mean any year in which the teacher has completed one hundred twenty (120) days of service, and completes an additional one hundred twenty (120) days of service the following year. Time a teacher is on the reduction in force list or on an approved leave of absence will not be considered a break in consecutive years of service.
- 14.02 Teachers with fewer than four (4) consecutive years of service shall be non-renewed pursuant to O.R.C. §3319.11. Such teachers shall have no right to challenge such nonrenewal pursuant to the negotiated grievance procedures.
- 14.03 A teacher who has been employed by the Board may be non-renewed prior to the seventh consecutive year of employment without just cause.
- 14.04 If the Superintendent is to recommend to the Board a nonrenewal of a teacher's contract, the teacher will be so notified in writing at least ten (10) days prior to the date of the Board meeting when action will be taken. The teacher will have the right to be heard regarding the matter with the Board at the Board meeting in executive session. The teacher may have Association representation or counsel of his/her choice present. The Board may also have counsel of its choice present.
- 14.05 Teachers non-renewed after the fourth consecutive year of employment shall only have the right to challenge said nonrenewal pursuant to the negotiated grievance procedure and shall have no due process rights pursuant to O.R.C. §3319.11.

#### **ARTICLE 15 -- NONRENEWAL/TERMINATION OF CLASSIFIED EMPLOYEES**

- 15.01 No classified employee who has been employed by the Board will be non-renewed except as provided by law.
- 15.02 No classified employee who has been employed by the Board for four (4) consecutive years will be terminated without just cause.

## ARTICLE 16 -- PAYROLL DEDUCTIONS

### 16.01 Payroll Deductions

16.011 In addition to any payroll deductions required by law, a bargaining unit member shall be eligible to have the following deductions made at no cost;

16.0111 United Way pledges

16.0112 Tuscarawas School Employees Credit Union or Dover-New Philadelphia Credit Union

16.0113 Buckeye Education Association and its affiliates' dues (to be divided over 20 pay periods)

16.0114 Tax sheltered annuity programs

16.0115 Cancer Insurance

16.0116 For purchase of additional term life insurance

16.0117 Purchase of S.E.R.S. and S.T.R.S. service credit (annuitized)

16.0118 Direct Deposit

16.0119 Y.M.C.A. Membership

16.0120 Buckeye Foundation

### 16.012 Fair Share Fees

#### PAYROLL DEDUCTIONS

Unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:

16.0121 The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided

by the Association to the Board's treasurer on or before the third payroll of any year the unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. In the event a refund is due a unit member, it shall be the responsibility of the Association to make such refunds. The Association shall indemnify and hold the Board harmless from all claims of excessive, improper dues deductions.

- 16.0122 The deductions shall be made in equal installments (small variance first month acceptable) beginning the second pay of October and ending the last pay of June.
- 16.0123 If a unit member's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be the responsibility of the Buckeye Education Association to collect. If a unit member revokes his/her authorization before all deductions have been made, the unpaid balance will be the responsibility of the Buckeye Education Association to collect.
- 16.0124 Following completion of each deduction, the Board's treasurer shall remit the amount which was deducted to the Association treasurer in check form made payable to the "Buckeye Education Association." A list of the unit members for whom the deductions were made will be included with each check showing the amount deducted for each unit member.
- 16.0125 The Association shall provide the Board's treasurer a list of those unit members who have authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than the second pay of October.
- 16.0126 The Association will promptly transmit any authorization from employees hired after the third payroll of the school year to the Board's treasurer who shall attempt to begin

deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year. Current employees submitting new authorizations must do so no later than the third payroll of the school year.

16.013      REPRESENTATION FEES

Employees subject to Fair Share Fee:

This Fair Share fee provision shall be applicable to all members of the bargaining unit represented by the Buckeye Education Association until June 30, 2017. Any member of the bargaining unit who chooses not to pay dues to the BEA shall pay a specific amount to a charitable organization of their choice. This amount will be determined annually based on regular BEA dues minus any amount subsidizing partisan political or ideological causes not germane to the BEA's work in the realm of collective bargaining.

16.0131      Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of the members of the bargaining unit who elect not to become or to remain members of the Buckeye Education Association, a fair share fee for the Association's representation of such non-members through June 30, 2017. No non-member filling out a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

16.0132      Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this

Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

16.0133 Schedule of Fair Share Fee Deductions

For All Fair Share Fee Payers

16.0133A Payroll deductions of such fair share fees shall begin at the second payroll period in October, 2014 except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

16.0133B The deduction of fair share fee by the treasurer of the Board from the payroll check of the employee and its payment to the Association after the grace period shall be automatic and does not require the written authorization of the unit member. The fee deductions shall be made on the same payroll days that Association dues are deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason. Unit members hired after the beginning of the school year shall be obligated for a pro rate portion of the "fair share fees" after the grace period. Such fee shall be deducted from the remaining paychecks which are subject to payroll deduction of dues and fees, to the extent funds are available in such paycheck(s). If dues

deduction payroll checks have already occurred for the year, the unit member shall be obligated to the Association for the fees and the treasurer shall have no obligation to make the deduction.

16.0133C Upon termination of membership during the membership year the treasurer of the Board shall, upon notification from the Association that a unit member has terminated membership, commence the deduction of the fair share fee with respect to the former members, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

16.014 Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

16.015 Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

16.016      Entitlement to Rebate  
Non-members may timely apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association, which must conform to federal law; and subject to appeal and review as may be provided by law.

16.017      Religious Exemption  
  
Any exemptions made to this procedure because of a bona fide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

16.018      Indemnification of Employer  
The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board, its individual members, administration and treasurer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

16.018A      The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;

16.018B      The Association shall reserve the right to designate counsel to represent and defend the employer, along with counsel appointed by the Board at Board expense;

16.018C      The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or to not

oppose the Association or its affiliates' application to file briefs amicus curiae in the action;

16.018D The Board will act in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

### **ARTICLE 17 -- PERSONNEL FILE**

- 17.01 The Board shall maintain an official personnel file in the District administrative office for all employees. The purpose of the file is to serve as the official repository of job-related information.
- 17.02 The Board shall protect the confidentiality of bargaining unit member personnel files as permitted by state and federal law.
- 17.03 Each employee, upon request, shall have the right to review the contents of his/her own personnel file. There will be no cost for reproducing the material. This access may occur at a time mutually agreeable to the employee and the Superintendent or Superintendent's designee outside the employee's scheduled work day.
- 17.04 The employee shall have the right to be accompanied by a person of his/her choice when reviewing the file and shall have the right to respond, in writing, to material in the file. Said response shall be attached to, and become part of the file.
- 17.05 Excluding evaluations, any employee may request for a personnel file document to be removed after five years. For this to occur, the employee must submit the request in writing, with rationale to the Superintendent. The Superintendent may approve or deny the request. The Superintendent's response will be added to the file in the event the request is rejected. An

unsuccessful request may be resubmitted annually, based upon the date of the document in question.

- 17.06 No information will be placed in the official personnel file in the District office without the teacher being given a copy of said material prior to its inclusion in the file.
- 17.07 Employees shall also have the right to review their personnel file maintained by the supervisor or director. The review shall follow procedures outlined in this Article.
- 17.08 All materials which are placed in a personnel file of an employee shall be identifiable as to source and no anonymous letters and/or anonymous complaints will be placed in the file.
- 17.09 The employee may not take his/her personnel file from the office.

**ARTICLE 18 -- REDUCTION IN FORCE** (Certificated Staff)

- 18.01 When by reason of declining student enrollment, program eliminations, and/or for other reasons set forth in O.R.C. §3319.17, the Board determines that it will be necessary to reduce the number of employees, it may make a reasonable reduction in each teaching field as prescribed by law.
- 18.02 The Superintendent will meet with the Association President to discuss the intended staff reduction prior to the Superintendent making any recommendation to the Board.
- 18.03 The Superintendent will provide the Association President with the following prior to implementing a reduction in staff:
  - 18.031 A list of all teachers in the District by contract status, teaching field, continuous years of service, areas of certification/licensure and most recent final summative evaluation rating.
  - 18.032 A list of specific positions to be reduced.
  - 18.033 A reduction in force personnel list.
  - 18.034 The reasons for the need to reduce these positions.

18.035 At least thirty (30) calendar days preceding the date of Board action, the Association President and any teacher that will be affected by the reduction in force shall be sent written notification by certified mail.

18.036 Unless a reduction in force is for financial reasons, no later than July 1, preceding the effective date of the suspension of any contract under this Article, all of the affected teachers that the Board of Education plans to layoff shall be sent written notification by certified mail that his/her employment shall be suspended because of a reduction in staff.

18.04 The following layoff procedures for reduction in force shall apply:

18.041 The number of teachers affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for reasons other than as part of a reduction in staff.

18.042 Reduction not achieved by attrition shall be accomplished by suspension of limited contracts, as appropriate, and then by suspension of continuing contracts. Preference for retention shall be based on all areas of certification licensure. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluation. All employees are considered comparable until June 30, 2017.

#### 18.05 Restoration

18.051 When the Board deems it necessary to restore staff in bargaining unit positions, the laid off employees shall be recalled so long as the teacher has an appropriate license in effect on the date the Board offers reemployment and in accordance with contract status - continuing contract teachers being recalled first then limited contract teachers. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. All employees are considered comparable until June 30, 2017. If seniority is the determining factor, the Board shall conduct the restoration in the following manner:

18.0511 Teachers whose continuing contracts are suspended under this Article shall have the right to restoration to continuing

service status in the order of seniority of service in the District if and when teaching positions become vacant or are created for which any of said teachers are or become qualified and hold a valid certification/licensure or obtain one by October 1 of the school year.

18.0512 Bargaining unit members with limited contracts shall remain on the recall list for thirty-six (36) months from the date of Board action laying off such employees. The Board shall endeavor to employ teachers on this recall list, based upon seniority, if and when teaching positions become vacant or are created for which any of said teachers are or become qualified and hold valid certification/licensure.

18.0513 Persons to be recalled shall be notified by certified mail sent to the last known address. The Association shall be sent a copy of such notification. It is the teacher's responsibility to keep the Superintendent informed of the current address. Any teacher who fails to respond affirmatively, in writing, to the Superintendent's office within ten (10) business days of mailing of such notification shall be removed from the recall list and forfeit any and all rights to restoration.

18.0514 A teacher on the recall list may continue to participate in those insurance plans which are provided teachers in active employment, provided the full monthly premiums are paid in advance to the Treasurer.

18.06 Seniority means the length of continuous service, on a contracted basis, in the Buckeye Joint Vocational School District. Approved leaves of absence shall not break continuous service, but neither shall they count for years of service. Should a tie occur, seniority will be determined by the date of Board action on hire. If it is the same hire date, it is the name that appears first in the minutes.

18.07 There will be no bumping between job classifications.

18.08 Certificated shall have no right to bid on, be recalled to, or be awarded a classified position.

18.09 Certified employees shall have the right to apply for any job opening in the District.

## **ARTICLE 19 -- SALARIES AND FRINGE BENEFITS**

### 19.01 Adult Education

The Board agrees to permit employees and their spouses to register for adult part-time (less than 150 hours) evening school programs without charge providing that vacancies exist between minimum enrollment requirements and maximum class size. The Board will not pay for or furnish any materials needed for the class.

19.011 Secondary vocational programs taught with mixed population students are to be instructed by a certified instructor who possesses a valid secondary school provisional, professional, permanent certificate or license in the taxonomy being taught in compliance with the Ohio Department of Education guidelines. Mixed populations are programs with a combination of adult education students and high school students.

Starting the fourth year and each year thereafter the program is offered and has a mixed population, the instructor will be recognized as a member of the bargaining unit provided the instructor holds a valid secondary school certificate/license as described above.

### 19.02 Extended Service

Teachers may be granted additional extended service beyond the school calendar year. Such extended service shall be subject to approval by the Superintendent of schools pending the availability of funds. In order to be considered, a request by the teacher must be submitted to the Superintendent of schools in the form of a written plan detailing the use and purpose of the time requested. The rate of pay will be determined by the salary schedule.

19.021 Youth Organizations: Regional and state competitions outside the scheduled work day (Saturday or Sunday) will be paid at the current contract rate, Step 0, with Supervisor approval. Instructors with students competing will be given first priority for approval.

### 19.03 Flu Vaccinations / Blood Screenings

Employees will be offered a Board paid flu vaccination yearly at Buckeye Career Center. All full-time employees will be offered a Board paid blood screening yearly at Buckeye Career Center.

### 19.04 Insurance

#### 19.041 Carrier Change

19.0411 Thirty (30) days prior to any insurance carrier change, the Superintendent shall notify the Association of the intended change. He or she will provide the Association with copies of the current insurance contract as well as copies of the proposed insurance contract. The Association shall have the right to demand a meeting between the Board, or its representative, the insurance carrier and selected representative of the Association to examine the coverage proposed.

19.0412 In the event of any change in insurance carriers, insurance coverage shall remain equal to or better than the coverage in effect prior to the change.

#### 19.042 Hospital/Surgical/Major Medical/Dental/Prescription Insurance

19.0421 Beginning July 1, 2014 all employees choosing to participate in the health benefits plan will pay 5% of the premium. Family coverage will cost the employee an additional 3% for a total of 8%. The Board will pay the remainder of the premium costs for medical, dental, prescription drug and vision insurance for all employees and their dependents for employees who work thirty (30) or more hours per week.

19.0424 Present employees shall continue to receive insurance benefits regardless of change in their hours unless the change is voluntary.

- 19.0426 A complete explanation of health benefits are in the plan document dated July 1, 2014.
- 19.0427 Full-time employees who were on the district's family medical insurance plan but who are no longer on the plan shall be paid in two payments of Two Thousand Dollars (\$2,000.00), Four Thousand Dollars (\$4,000.00) total per year, or those that change from a family plan to a single plan shall be paid in two payments of One Thousand Dollar (\$1,000.00), Two Thousand Dollars (\$2,000.00) total per year, or those on the single plan that elect no coverage shall be paid in two payments of One Thousand Dollar (\$1,000.00), Two Thousand Dollars (\$2,000.00) total per year, to opt out of the plan. These payments will be made the second pay in October and the second pay in April. This opt out coverage shall be for one year, unless an employee and/or his eligible Dependent(s) are covered under another plan and subsequently involuntarily lose such coverage; such individuals will not be considered Late Enrollees should they wish to enroll in this Plan. Such individuals will be eligible to enroll immediately in the Plan as of the date of loss of other coverage. Employees who enroll in the plan during the plan year after opting out shall receive a pro-rated payment. Applications must be made by September 30 to the Board Treasurer. If an employee chooses this opt out they must make an application, with proof of insurance or sign a waiver, by September 30.
- 19.0428 A premium-only IRS Section 125 plan shall be implemented at Board expense.

19.043 Liability Insurance

- 19.0431 The Board shall provide liability insurance for each employee in the amount of at least One Million Dollars

(\$1,000,000) per occurrence, Five Million Dollars (\$5,000,000) aggregate.

19.044 Right to Benefits

19.0441 An employee will have the right to remain for eighteen (18) months after the last paycheck in the group fringe benefits programs provided by the Board by paying their single or family coverage premiums on a monthly basis to the Treasurer of the Board.

19.045 Term Life Insurance

19.0451 The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit who applies for, and is eligible according to the insurance carrier's terms of eligibility and underwriting requirements.

19.0452 Such insurance shall be in the amount of Fifty Thousand Dollars (\$50,000) per eligible bargaining unit member and shall include an equivalent amount of accidental death and dismemberment coverage.

19.0453 The full cost of this program and any increases thereof, shall be paid by the Board. The effective date of this increased coverage shall be contingent upon timely implementation by the insurance carrier.

19.0454 The Board will allow employees of the bargaining unit to individually purchase a total of Fifty Thousand Dollars (\$50,000) of additional coverage at the Board's rate through payroll deduction. This supplemental coverage is dependent on the employee satisfying eligibility requirements.

19.05 Movement on the Teachers' Salary Schedule

Movement on the salary schedule shall be made subject to approval by the State Department of Education in determining the calculation for state

foundation payments. Proper documentation must be filed with the Treasurer by October 1.

19.06 Salaries

19.061 Salaries are to be paid in twenty-six (26) equal pays on a bi-weekly basis on Fridays as identified from the schedule of pay dates provided by the Treasurer to each member of the bargaining unit.

19.062 When there will be more than two (2) weeks between checks, the Board Treasurer shall:

19.0621 Notify each employee of this fact two months immediately preceding the three (3) week gap.

19.0622 Provide the Association President with a listing of pay dates for the current year and the next year.

19.07 CERTIFICATED EMPLOYEES SALARY SCHEDULES

19.071 SALARY SCHEDULE

TEACHER TRAINING CLASSIFICATION

CLASS I COLLEGE DEGREED (PLACEMENT INCLUDES NO WORK EXPERIENCE)  
(Bachelor's Degree or equivalent) A teacher who possesses a Bachelor's Degree shall be placed in Class I.

VOCATIONAL (PLACEMENT INCLUDES WORK EXPERIENCE)  
A Vocational teacher without a Bachelor's Degree, whose work experience is used for salary placement, and who is eligible for licensing in his or her assigned area, shall be placed in Class I.

CLASS II COLLEGE DEGREED (PLACEMENT INCLUDES NO WORK EXPERIENCE)  
(Bachelor's Degree plus fifteen (15) Semester Hours or Bachelor's Degree with 150 Semester Hours) A teacher who possesses a Bachelor's Degree with 150 Semester Hours or a Bachelor's Degree plus 15 Semester Hours, shall be placed in Class II.

VOCATIONAL (PLACEMENT INCLUDES WORK EXPERIENCE)  
A Vocational teacher with 45 semester hours in related course work, whose work experience is used for salary placement, and who is eligible for licensing in his or her assigned area, shall be placed in Class II.

CLASS III COLLEGE DEGREED (PLACEMENT INCLUDES NO WORK EXPERIENCE)  
(Bachelor's Degree plus forty (40) Semester Hours or a Master's Degree) A teacher who possesses a Bachelor's Degree plus forty (40) Semester Hours or a Master's Degree shall be placed in Class III.

VOCATIONAL (PLACEMENT INCLUDES WORK EXPERIENCE)

A Vocational teacher with 70 semester hours in related course work, whose work experience is used for salary schedule placement, and who is eligible for licensing in his or her assigned area, shall be placed in Class III.

CLASS IV COLLEGE DEGREED (PLACEMENT INCLUDES NO WORK EXPERIENCE)

(Master's Degree plus 15 semester hours) A teacher who possesses a Master's Degree plus 15 semester hours past the degree shall be placed in Class IV.

VOCATIONAL (PLACEMENT INCLUDES WORK EXPERIENCE)

A Vocational teacher with a Bachelor's Degree in related course work, whose work experience is used for salary schedule placement, and who is eligible for licensing in his or her assigned area, shall be placed in Class IV.

19.072 CERTIFICATED EMPLOYEES SALARY SCHEDULES

Years	Class I			Class II			Class III			Class IV		
	7/1/14	7/1/15	7/1/16	7/1/14	7/1/15	7/1/16	7/1/14	7/1/15	7/1/16	7/1/14	7/1/15	7/1/16
0	34967	36016	37096	36650	37750	38883	38432	39585	40773	39812	41006	42236
1	36163	37248	38365	37938	39076	40248	39877	41073	42305	41256	42494	43769
2	37358	38479	39633	39233	40410	41622	41324	42564	43841	42703	43984	45304
3	38555	39712	40903	40524	41740	42992	42767	44050	45372	44147	45471	46835
4	39749	40941	42169	41811	43065	44357	44206	45532	46898	45065	46417	47810
5	42137	43401	44703	44400	45732	47104	47100	48513	49968	48476	49930	51428
6	43337	44637	45976	45679	47049	48460	48546	50002	51502	49923	51421	52964
7	44529	45865	47241	46974	48383	49834	49985	51485	53030	51368	52909	54496
8	45727	47099	48512	48265	49713	51204	51426	52969	54558	52813	54397	56029
9	46919	48327	49777	49552	51039	52570	52872	54458	56092	54256	55884	57561
10	48116	49559	51046	50847	52372	53943	54319	55949	57627	55701	57372	59093
11	49312	50791	52315	52131	53695	55306	55760	57433	59156	57144	58858	60624
12	50507	52022	53583	53420	55023	56674	57205	58921	60689	58589	60347	62157
13	51704	53255	54853	54712	56353	58044	58652	60412	62224	60028	61829	63684
14	52891	54478	56112	56003	57683	59413	60092	61895	63752	61475	63319	65219
15	54314	55943	57621	57517	59243	61020	61759	63612	65520	63142	65036	66987
16	55509	57174	58889	58794	60558	62375	63202	65098	67051	64582	66519	68515
17	56622	58321	60071	59980	61779	63632	64468	66402	68394	65876	67852	69888
27	57923	59661	61451	61358	63199	65095	65948	67926	69964	67392	69414	71496

19.073 The teachers who have completed:

- Five (5) years at Buckeye JVSD, will have a one thousand dollar (\$1,000) longevity step;

- After completion of ten (10) years, one thousand two hundred fifty dollars (\$1,250) payment (replaces eight (8) year step)
- After completion of fifteen (15) years, one thousand five hundred dollars (\$1,500) payment (replaces ten (10) year step)
- After completion of twenty (20) years, one thousand seven hundred fifty dollars (\$1,750) payment (replaces fifteen (15) year)
- After completion of twenty-five (25) years, two thousand (\$2,000) dollar payment.
- After completion of thirty (30) years, two thousand two hundred fifty (\$2,250) dollar payment.
- After completion of thirty-five (35) years, two thousand five hundred (\$2,500) dollar payment.

19.074 Teachers placed on extended service prior to January 1980, will use their base salary (per diem rate) to calculate extended service. The following positions will also use their base salary (per diem rate) to calculate extended service: guidance counselors, school nurse, and special education coordinator(s). This is due to the nature of these positions requiring the individual to work beyond the school year. This clause applies to these positions only when they are performing duties that are directly related to their job during the academic year.

19.075 For teachers placed on extended service after January 1, 1980, the base salary (per diem rate) for extended service shall not be greater than the fifth (5th) step on the salary schedule.

19.076 Any teacher hired after July 1, 1987, will be paid extended service on the zero (0) step on the salary schedule.

19.077 The Board will pay the tuition costs for new vocational teachers to attend the beginning six (6) semester hour "Introduction to Vocational Teaching" workshop to Kent State University and such expense shall not be deducted from the annual tuition reimbursement amount.

19.078 Teachers who serve as mentors for new instructors shall receive seven hundred fifty dollar (\$750) per year per mentee payable at the completion of the school year.

- 19.079 Any degreed teacher, that is hired based on their degree, who can document the equivalent of two years of continuous full-time employment, outside of teaching, but directly related to their teaching field, will receive a maximum of two years of service credit on the teacher's salary schedule. If the teacher has received credit for this previously, they will not be eligible for the credit.
- 19.0710 The salary of the School Nurse will be amended to allow placement of said individual to the "Certificated Employees Salary Schedule" as a result of obtaining a bachelor's degree and School Nurse Licensing.
- 19.0711 Movement from step to step on the salary schedule for certified personnel shall be as follows: You must receive a year of service from your appropriate retirement system to receive a year of credit for movement to the next step. Years of service include the step on which you were originally hired, plus retirement system credit that was earned at Buckeye for movement to the next step.
- 19.0712 A stipend for each year of the contract of one thousand five hundred dollars (\$1,500) will be paid to certified staff. Payment will be included in the first pay in May. For new hires, for each year of the contract, the cash stipend will be prorated at one hundred twenty five dollars (\$125) per month, based on start date.
- 19.0713 Beginning July 1, 2007; all new employees must utilize direct deposit for payroll purposes. Forms are available through the Treasurer's office.

19.0714 OTHER STAFF  
HOURLY

	<b>Marketing Representative</b>		
<b>Years</b>	<b>7/1/2014</b>	<b>7/1/2015</b>	<b>7/1/2016</b>
<b>0</b>	<b>18.25</b>	<b>18.80</b>	<b>19.36</b>
<b>1</b>	<b>18.64</b>	<b>19.20</b>	<b>19.78</b>
<b>2</b>	<b>19.01</b>	<b>19.58</b>	<b>20.17</b>
<b>3</b>	<b>19.42</b>	<b>20.00</b>	<b>20.60</b>
<b>4</b>	<b>19.80</b>	<b>20.39</b>	<b>21.00</b>
<b>5</b>	<b>20.18</b>	<b>20.78</b>	<b>21.41</b>
<b>15</b>	<b>20.65</b>	<b>21.27</b>	<b>21.91</b>

19.08 CLASSIFIED EMPLOYEES SALARY SCHEDULES

Exp	School Year	Secr. 1 Aide	Secretary Class II	EMIS Secretary	Cafeteria Cooks	Maint. & Comp Tech - Class II	Maint. Tech Class III
0	14-15	12.96	13.95	14.37	11.08	17.49	20.38
	15-16	13.35	14.36	14.80	11.42	18.01	21.00
	16-17	13.75	14.80	15.24	11.76	18.55	21.63
1	14-15	13.53	14.39	14.82	11.47	17.86	20.87
	15-16	13.94	14.82	15.27	11.82	18.40	21.49
	16-17	14.36	15.27	15.72	12.17	18.95	22.14
2	14-15	14.00	14.86	15.33	11.87	18.45	21.41
	15-16	14.42	15.31	15.79	12.22	19.00	22.06
	16-17	14.85	15.77	16.26	12.59	19.57	22.72
3	14-15	14.57	15.38	15.83	12.21	18.99	21.92
	15-16	15.01	15.84	16.31	12.57	19.56	22.58
	16-17	15.46	16.31	16.80	12.95	20.15	23.25
4	14-15	15.06	15.94	16.42	12.52	19.49	22.48
	15-16	15.51	16.42	16.91	12.90	20.07	23.16
	16-17	15.98	16.92	17.42	13.29	20.67	23.85
5	14-15	15.59	16.49	16.96	12.93	20.04	22.58
	15-16	16.06	16.99	17.47	13.31	20.65	23.25
	16-17	16.54	17.49	18.00	13.71	21.26	23.95
6	14-15	16.08	17.02	17.52	13.30	20.56	23.48
	15-16	16.56	17.53	18.05	13.70	21.18	24.19
	16-17	17.06	18.05	18.59	14.11	21.81	24.91
7	14-15	16.58	17.56	18.08	13.99	21.17	24.02
	15-16	17.08	18.09	18.62	14.41	21.80	24.74
	16-17	17.59	18.63	19.18	14.84	22.46	25.48
8	14-15	17.03	18.15	18.68	14.64	21.65	24.56
	15-16	17.54	18.69	19.24	15.08	22.30	25.29
	16-17	18.06	19.25	19.82	15.53	22.97	26.05
9	14-15	17.52	18.73	19.28	15.31	22.15	25.07
	15-16	18.05	19.29	19.86	15.76	22.81	25.82
	16-17	18.59	19.87	20.46	16.24	23.49	26.60
10	14-15	17.52	19.26	19.82	16.04	22.15	25.63
	15-16	18.05	19.84	20.41	16.52	22.81	26.40
	16-17	18.59	20.43	21.02	17.01	23.49	27.19
11	14-15	17.52	19.84	20.42	16.04	22.15	26.13
	15-16	18.05	20.43	21.04	16.52	22.81	26.92
	16-17	18.59	21.05	21.67	17.01	23.49	27.72
21	14-15	17.94	20.31	20.90	16.37	22.66	26.77
	15-16	18.48	20.92	21.53	16.86	23.34	27.57
	15-17	19.04	21.55	22.17	17.36	24.04	28.40

19.081 Movement from step to step on the salary schedule for classified personnel shall be as follows: You must receive a year of service from your appropriate retirement system to receive a year of credit for movement to the next step. Years of service include the step on which you were originally hired, plus retirement system credit that was earned at Buckeye for movement to the next step.

19.082 Full-time classified employees will receive a longevity step payment as follows:

- Five (5) years at Buckeye JVSD, will have a one thousand dollar (\$1,000) longevity step;
- After completion of ten (10) years, one thousand two hundred fifty dollars (\$1,250) payment (replaces eight (8) year step)
- After completion of fifteen (15) years, one thousand five hundred dollars (\$1,500) payment (replaces ten (10) year step)
- After completion of twenty (20) years, one thousand seven hundred fifty dollars (\$1,750) payment (replaces fifteen (15) year
- After completion of twenty-five (25) years, two thousand (\$2,000) dollar payment.
- After completion of thirty (30) years, two thousand two hundred fifty (\$2,250) dollar payment.
- After completion of thirty-five (35) years, two thousand five hundred (\$2,500) dollar payment.

19.083 Retire/Rehire for Classified Staff

The District may, on occasion, rehire a support staff employee who is receiving SERS service retirement benefits. The following parameters will be followed for anyone hired after July 1, 2007, and shall supersede state statute(s):

- A. Any classified staff member who elects to retire must do so without regard for re-employment.
- B. A retired and re-employed classified staff will be considered for the purposes of employment as a new employee subject to, but

not limited to, fingerprinting, TB testing, and Medicare deduction.

C. For the purpose of transfer or a reduction in force, the retired classified staff member's seniority will be null and void.

D. A classified staff member retired under SERS who is re-employed is not entitled to a severance payment.

E. A re-employed retired classified employee under SERS will be placed on one-year limited contract(s) for the duration of employment and is not eligible for continuing contract status. Such classified individuals need not be evaluated and shall not be entitled to the procedures set forth in R.C. 3307(g) and 3309(g), as applicable. The one-year limited contract expires automatically at the end of its term.

F. A classified employee who retires within the state of Ohio will be compensated at the proper job classification; Step 5.

19.084 A stipend for each year of the contract of one thousand five hundred dollars (\$1,500) will be paid to classified staff. Payment will be included in the first pay in May. For new hires, for each year of the contract, the cash stipend will be prorated at one hundred twenty five dollars (\$125) per month, based on start date.

19.085 Beginning July 1, 2007; all new employees must utilize direct deposit for payroll purposes. Forms are available through the Treasurer's office

19.086 Overtime for Classified Employees

19.0861 Overtime shall be administered pursuant to the Fair Labor Standards Act.

19.0862 Overtime shall be assigned by a rotation system. Employees shall be listed by seniority (most senior is first on list). As overtime occurs, the offer shall first go to the most senior employee. If that employee refuses the overtime, the offer is then made to the second most senior employee and so forth until an employee accepts

the overtime. Subsequent overtime shall be offered first to the employee on the seniority list who immediately follows the employee who accepted the previously offered overtime.

19.0863 Secretaries are eligible for overtime only within their specific job responsibilities. Secretaries may be required to work a reasonable amount of overtime.

19.0864 Overtime shall be granted upon the approval of the immediate supervisor.

19.087 A stipend of seven hundred fifty dollars (\$750) will be paid to the designated maintenance shift leader on second and third shift. This payment will be included in the employee's biweekly pay, beginning July 1, or in a lump sum payable in the first pay in June. Both shift leaders would have to agree to the same payment, otherwise payment would be added to biweekly.

#### 19.09 Severance Pay

19.091 The Board will pay twenty-eight percent (28%) of accumulated sick leave up to two hundred twenty-five (225) days or a maximum of sixty-three (63) days severance pay at the daily rate of the employee upon retirement.

Severance payment will be figured on total number of contractual days minus the amount of eligible vacation days each year equals the per diem calculation for severance purposes. (Ex: 260 day employee with four weeks per contractual year vacation (20 days) would equal 240 days for severance calculation purposes.)

19.092 The Board authorizes severance pay for all eligible employees. An eligible employee is interpreted to be an employee who is presently employed by the Board for a five (5) year period or more and who has earned and accumulated sick days. The said employee may receive payment upon retirement from this school system. Such payment shall be in one (1) lump sum after substantiating with the Treasurer receipt of their first retirement check. An employee working less than

five (5) years in the Buckeye Joint Vocational School District shall be eligible under O.R.C. §124.39 to receive the minimum severance payment specified by law.

#### 19.10 STRS/SERS Pick Up

- 19.101 The Treasurer of the Board shall contribute to the State Teachers' Retirement System (STRS) or State Employees Retirement System (SERS), whichever is appropriate, in addition to the Board's required member contribution, an amount equal to each member's contribution in lieu of payment to such member. The amount contributed by the Board on behalf of the member shall be treated as a mandatory salary reduction from the salary otherwise payable to such certified member.
- 19.102 The total annual salary and salary per pay period of each member shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by STRS/SERS to be paid as an employee contribution by said member and shall be paid by the Board to STRS/SERS on behalf of said member as a "pickup" of the STRS/SERS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the "pickup" for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including "pick-up" amounts) and its employer contributions to STRS/SERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- 19.103 The Board shall compute and remit its employer contributions to STRS/SERS based upon total annual salary, including the "pickup". The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the "pickup". The Board shall compute income tax withholding based upon gross income reported to the respective taxing authorities.

- 19.104 The "pickup" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.
- 19.105 The "pickup" shall be a uniform percent for all certified members, and it shall apply to all payroll payments made after the adoption of this Agreement, as amended. This provision shall not be the individual member's option.
- 19.106 The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS); the compliance with this section of the Agreement, does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this Section of the Agreement shall be null and void, and the STRS/SERS contribution procedure in effect prior to the effective date of the "pickup" provision shall control.

#### 19.11 Tuition Reimbursement

- 19.111 Reimbursement for approved college credit courses taken by members of the bargaining unit shall be at the prevailing rate per quarter hour or per semester hour for Kent State University, or a maximum of Three Hundred Fifty Dollars (\$350.00) per semester hour. Payment may be applied for immediately following successful completion of the course. Payment will be made pending filing of an official transcript with the Treasurer along with a receipt for payment of the tuition by the bargaining unit member. Reimbursement must be applied for within six (6) months after the completion of the course. If cost is less than \$350.00 per hour, the employee will only be reimbursed actual cost.
- 19.112 Employees must submit in writing to the Superintendent, for his/her approval, the name of the course, the number of the course, the hours of credit, the name of the institution at which the course will be taken. If the Superintendent does not notify the employee within five (5)

days that the course is not approved, the employee will have the course work reimbursed at the maximum semester hour rate.

19.113 The Superintendent will approve on a first-come basis beginning July 1 and ending June 30 of each fiscal year, all college credit courses taken by members of the bargaining unit to a maximum aggregate amount of Forty-five Thousand (\$45,000.00) for certified staff and Three Thousand Five Hundred (\$3,500.00) for classified staff. A separate pool of money will be established to insure the payment of eighteen (18) semester hours of course work for new vocational instructor in addition to the first six (6) hour workshop paid to Kent State University as stated Article 19.075. Tuition costs will be encumbered at the time of approval from an established account for reimbursing college tuition.

19.114 Course work for Classified Employees must be job related.

19.115 Employees are eligible to take up to twelve (12) semester hours or eighteen (18) quarter hours per year for reimbursement by the Board.

19.116 Any member of the bargaining unit who has received payment for college tuition, and who does not return to the Buckeye Joint Vocational School District the following year must reimburse the Board for the total amount of the tuition payment by direct payment to the Board or by payroll deduction.

19.117 Members of the bargaining unit not returning to the Buckeye Vocational School District the year following their enrollment in a tuition reimbursement course, due to low enrollment in the course they teach at the Buckeye Joint Vocational School District or termination by the Board, will be excluded from reimbursing the Board for the cost of the tuition.

19.12 Local Club/Career Tech Student Organizations Advisors Supplemental Contract

19.121 All Local Club/Career Tech Student Organization vacancies shall be posted. Anyone applying will be considered for the position.

19.122 Local Club Advisors will be as follows:

One (1) Prom Position

One (1) Leadership Council Position

Career Tech Student Organization (CTSO) Youth, nationally recognized student organization, advisors will be as follows:

- One (1) FFA Position
- One (1) BPA Position
- Two (2) Skills USA Position
- One (1) FCCLA Position
- One (1) HOSA position

- 19.123 Each person serving as a Local Club /Career Tech Student Organization Advisor will be paid the full stipend. If two people share a position, the salary shall be based on what each person's experience level is for the supplemental.
- 19.124 Each person serving as a Local Club/Career Tech Student Organization Advisor will be paid the full stipend. If two people share a position, the salary shall be based on what each person's experience level is for the supplemental.
- 19.125 Local Club/Career Tech Student Organization Advisors shall select one of the following options for supplemental payment:
- 19.1251 Payment incorporated with the regular salary check to be received with the first paycheck following June 1.
- Or
- 19.1252 Payment incorporated with the regular salary check to be received in two (2) installments, one-half due the first paycheck after the end of the first semester and the other half due the first paycheck following June 1.
- 19.126 Each Local Club/Career Tech Student Organization advisor shall notify the Board Treasurer in writing by September 30 of his/her choice of payment. If no selection is made, the payment will be received in accordance with 19.11251.
- 19.127 The salary for Local Club Advisors shall be Eight Hundred Dollars (\$800.00) for the first year as advisor. Each additional year will result in Sixty Dollars (\$60.00) being added to the stipend up to a limit of One Thousand Two Hundred Dollars (\$1,200.00).
- 19.128 The salary for Career Tech Student Organization Advisors shall be as follows for the first year:

FFA	\$1,000
BPA	\$1,000
Skill USA	\$1,050 (Per Advisor)
FCCLA	\$1,000
HOSA	\$1,000

Each additional year will result in Sixty Dollars (\$60.00) being added to the stipend up to a limit of Two Thousand Dollars (\$2,000.00).

## ARTICLE 20 -- STAFF OPENINGS

- 20.01 A vacancy is an open position as a result of a transfer, resignation, leave, creation of a new position, or any other condition that causes a staff position to be unassigned, and which the Superintendent has determined to assign.
- 20.02 A vacancy shall include administrative, teaching, supplemental and non-certificated positions.
- 20.03 The Superintendent shall cause a vacancy notice to be posted when it becomes obvious that a vacancy will need to be filled.
- 20.04 Alteration of specific class assignments does not constitute a vacancy.
- 20.05 The vacancy notice shall include: the position title, entry level qualifications, licensing, and/or certification; description of the position's duties; date of initial posting; last date to apply for the position and who the applicant can contact for additional information.
- 20.06 Vacancy notifications will be mailed to anyone on the "recall" list.
- 20.07 When vacancies occur, the district shall notify employees of the posting on the district website, school email, and by utilizing the district all call system. The posting date referred to above will be payday. No appointment will be made for ten (10) days to allow existing personnel the opportunity to apply for the vacancy. In an emergency situation, the Union President and the Superintendent shall be allowed to mutually agree to waive the ten (10) day requirement.
- 20.08 Employees wishing to be considered for the position(s) open must notify the Superintendent, in writing.
- 20.09 The Superintendent shall give consideration to any employee of the Board who applies for any vacancy.

## ARTICLE 21 -- STANDING COMMITTEES

21.01 The Superintendent may receive communications from the following standing committees:

1. Handbook
2. In-service
3. Labor Management
4. Insurance
5. Calendar
6. SLO/OTES
7. LPDC

21.011 A committee to consider the contents of the student and teacher handbook.

21.012 A committee to mutually establish the content of in-service and/or waiver day agendas as warranted. There will be a minimum of one representative from the Local Professional Development Committee, Technology Department, Administration, Instructional Staff, and Support Staff, as warranted.

21.013 A committee to review, understand and be updated on the health insurance plan and health insurance issues.

21.015 A committee to facilitate labor/management needs.

21.016 The Buckeye Education Association and the Superintendent may appoint an equal number not to exceed four (4). The committees referenced in 21.01 will meet a minimum of thirty (30) days prior to any change (s) regarding procedures, policies, or events which may be approved by the Board of Education.

21.02 A Local Professional Development Committee will be formed pursuant to the Ohio Revised Code. Members of the Professional Development Committee authorized under Article 21.02 shall be granted an annual supplemental stipend of Seven-hundred-fifty Dollars (\$750) to be paid the second pay in June.

## ARTICLE 22 -- UNIFORMS AND SAFETY GLASSES

- 22.01 The Board will provide uniforms (lab coats or similar garments) for each teacher in programs where the types of training may result in excessive damage and wear to the instructor's clothing.
- 22.02 The Board shall contract with a uniform rental company to provide uniforms with the following stipulations:
- 22.021 The uniform rental company will deliver five (5) clean uniforms for each teacher's use before the start of school each week in programs where a clean uniform each day is necessary. The teacher and supervisor will determine the necessity of daily clean uniforms.
  - 22.022 Bargaining unit members will not be responsible for laundry, repair and replacement of uniforms.
  - 22.023 If a teacher does not pick up and use all of his/her uniforms on a weekly basis, that teacher will be responsible to pay the uniform costs for uniforms not used during a workday.
  - 22.024 Bargaining unit members will continue to be responsible for dropping off their soiled uniforms at the designated area of the building.
- 22.03 All full-time classified employees working in the maintenance department will be furnished uniforms at the expense of the Board. Such uniforms must be worn during working hours. Exceptions to the policy must be mutually agreed upon between the employee and his/her supervisor. Part-time employees may be furnished uniforms.
- 22.031 The Board agrees to reimburse up to \$50 for safety shoes, once a fiscal year, with receipt and proof of purchase of safety shoes, by the employee. This is for maintenance employees only.
- 22.04 Safety Glasses
- 22.041 The Board will provide employees with safety glasses (prescription or non-prescription) where required under the following conditions:

22.0411 One pair per year unless an accident occurs in school during school hours.

22.0412 All certified employees may take advantage of the school discount rate for their immediate family by paying for their eye examination and reimbursing the Board for glasses.

22.0413 Such safety glasses must be ordered through the Board.

22.05 Professional Development Day

22.051 One Professional Development day per year will be granted to each full-time secretary. This day must be approved in advance by the Supervisor.

**ARTICLE 23 -- NO REPRISAL**

23.01 The Board and Association, for themselves and on behalf of their members, employees and agents, agree that no reprisals or adverse action of any nature will be taken against any party, or their members, agents, representatives, employees, students or parents, directly or indirectly, as a result of, or in any way related to, the work stoppage engaged in by the Association from October 21, 1991, to and including the last day of the strike.

**ARTICLE 24 -- ENTIRE AGREEMENT/DURATION**

24.01 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

24.02 The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any policy or practice, the terms of this Agreement shall prevail.

24.03 This Agreement shall be effective July 1, 2014, and shall remain in full force and effect through June 30, 2017.

FOR THE BOARD OF EDUCATION

FOR THE BUCKEYE EDUCATION  
ASSOCIATION

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